

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 89 TO LEASE NO. GS-11B-40160
ADDRESS OF PREMISES 1100 L STREET, NW WASHINGTON, DC 20005-4035	PDN Number: N/A

THIS AMENDMENT is made and entered into between 12th & L Streets L.P.

whose address is: 1120 Connecticut Avenue, NW,
Suite 1200
Washington, DC 20036-0000

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, upon execution of the Government, as follows:

1. This lease amendment is issued to reflect an extension of the Lease for one (1) year for 174,670 Rentable Square Feet (RSF), yielding 151,887 Net Usable Area Square Feet (USF) of office and related space. The extension term shall commence on January 1, 2018 and shall expire on December 31, 2018.
2. The Lessor and the Government acknowledge and agree to the early termination of this lease provided (i) the substantial completion and acceptance of space, in accordance with the terms and conditions of Exhibit H of Lease No. GS-11P-LDC00008, for the final phase of renovations under the new/replacing lease, Lease No. GS-11P-LDC00008, occurs prior to December 31, 2018; and, (ii) the new/replacing lease, Lease No. GS-11P-LDC00008 shall commence on the date immediately following the termination date. A subsequent lease amendment will be issued to memorialize the termination of this lease.
3. Effective January 1, 2018, the annual rent for the extension term shall be **\$7,336,140.00** (174,670 RSF X \$42.00/RSF), payable at the rate of \$611,345.00 per month in arrears. The Lessor shall not provide any tenant improvement allowance during the extension period. The Lessor shall also not provide cyclical painting and cyclical carpeting during the extension period.
4. For the purposes of operating cost adjustments, effective January 1, 2018, the current operating cost, in accordance with Paragraph 3.6 of the SFO, shall be (b) (4). During the extension period, the base for operating costs shall not be subject to annual CPI adjustments.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

(b) (6)
 Signature: _____
 Name: STEPHEN LUSTGARTEN
 Title: PRESIDENT / AGENT
 Entity Name: 12TH & L STREETS LIMITED PARTNERSHIP
 Date: 11/17/17

FOR THE GOVERNMENT:

(b) (6)
 Signature: _____
 Name: Sean J. McNeal
 Title: Lease Contracting Officer
 GSA, PBS, NCR, OPMRE
 Date: DEC 06 2017

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: _____
 Name: Dwain Ballman
 Title: Executive Vice President
 Date: 11/17/17

5. For the purposes of real estate tax adjustments, effective January 1, 2018, the real estate tax base, in accordance with Paragraph 3.4 of the SFO, shall remain **\$411,844.70**. The Government's percentage of occupancy shall remain at 55.03%. During the extension period, the Government shall not pay annual adjustments over the original base year for real estate taxes. In addition, the Government shall not pay BID taxes during the extension term.
6. The Lessor shall continue to provide four (4) reserved parking spaces at no additional cost to the Government.
7. The Government agrees to accept the Leased Premises and the Building Shell Requirements as "existing", and Lessor represents that such items are in good repair, and provide a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or condition are to be "in good repair and tenantable condition" at the time of the Lease Extension Commencement Date or any other specified dates(s). The acceptance of the Leased Premises "as existing" does not relieve the Lessor from the obligation in the Lease to maintain and repair the building shell and life safety in compliance with the standards set forth in the lease.
8. The Government and Lessor acknowledge that at the expiration or earlier termination of the extension term, this Lease shall be replaced by Lease No. GS-11P-LDC00008, a new/replacing lease for a term of 15 years.

This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty (30) days after the date of execution by the Government's Contracting Officer.

INITIALS:


LESSOR
GOVT